

# Savings accounts

## General Terms & Conditions

### SECTION 1

#### 1. Accounts covered

Sections 1 to 3 of this document contain general terms and conditions ("general terms") which apply to all the Barnsley Building Society savings accounts unless we tell you otherwise.

These general terms apply in addition to the particular terms for the Barnsley Building Society accounts ("product terms"). For new customers, the product terms can be found in the product literature given to you when you open your account or on the website for online accounts. Together the product terms and the general terms explain how your account works. For existing customers, the product terms can be found in the literature that you already have for your account, or can be found on our website for accounts currently on sale, for all other accounts please contact us. If you need another copy, please call in at any Barnsley branch.

It is important that you read all of the terms applicable to the account of your choice before you decide whether to open the account. If there is any inconsistency between a general term and a product term, the product term will apply.

General terms 10, 11 and 14 in Section 1 of this document explain the circumstances in which we may change the interest rates, terms and conditions and any charges relating to your account and how we will tell you about the changes. For full details of any charges on our accounts, please refer to our 'Charges and Fees Information' leaflet which you receive with these terms or you can obtain a copy at any time from any of our branches or by calling us on 0845 1200 898 or by downloading it from our website.

If you open an account it will be with Yorkshire Building Society (trading as Barnsley Building Society). Barnsley Building Society is operated under its own brand with its own products and as a trading name of Yorkshire Building Society.

References in these general terms and in the product terms to "you" and "your" are to the account holder(s). References to "we" and "our" or to "the Barnsley" or "Barnsley Building Society" are to Yorkshire Building Society trading as Barnsley Building Society.

#### Tax-Free Saver Terms

The general terms in Section 2 of this document only apply to the Cash ISA products offered by Barnsley Building Society ('ISA terms'). This is in addition to the general terms in Section 1 of this factsheet. If there is any inconsistency between a general term and an ISA term, the ISA term will apply.

#### Charitable Assignment

The wording in Section 3 of this document sets out the agreement you have entered into and which was either set out in the savings application form you completed when opening your account or formed part of the account opening process if you did not complete an application form (for example on opening an account over the telephone, or on the website).

### 2. Rules

As you will be a member of Yorkshire Building Society, the Society's Rules will apply to you. A copy of the current Rules is available on request. Further information about membership can be found in our leaflet entitled 'Your Society' which is also available on request.

### 3. Transactions and Clearance Periods

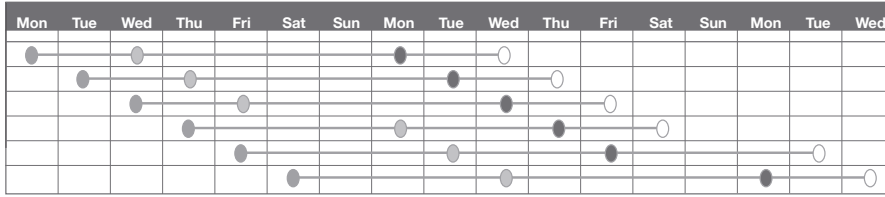
- a) Transactions such as withdrawals, deposits and automated payments (for example Standing Orders and Direct Debits) can be made to or from your account where a product term permits. You will need sufficient cleared funds in your account(s) to carry out any transactions.
- b) All payments into and withdrawals from your account must be in Sterling.
- c) Withdrawals and deposits by cheque are subject to the following:
  - i) The central clearing cycle for cheques is normally three working days (working days exclude Saturdays, Sundays and Bank Holidays). As we are not a clearing bank, we will normally treat cheques as cleared on the fifth working day following the day of receipt. Cheques paid in on a non-working day will be treated as received on the next working day.

#### Cheque Clearance Timescales

The Customer Promise was introduced in November 2007 by APACS setting maximum cheque clearance timescales for deposits into current and savings accounts. The promise provides clarity as to when:

- Interest is earned;
- Withdrawals are allowed; and
- Bounced cheques cannot be reclaimed from an account without the customer's consent (unless the payee is a knowing party to fraud).

The cheque clearance timescales applicable to Barnsley savings accounts are as follows:



Please note: cheques paid in on non-working days will be treated as received on the next working day (working days exclude Saturdays, Sundays and Bank Holidays).

**Key:**

●	Cheque paid in
●	Start earning interest
●	First day withdrawals can be made against the cheque deposit (even though the cheque could still bounce)
○	Funds cannot be reclaimed from the customer's account without their consent (unless the payee is a knowing party to fraud)

- ii) We will not regard a cheque drawn on a bank with an address outside the UK as cleared until we have received the cleared funds for your credit. This means that you may not be able to withdraw against such a cheque for a period which is longer than in general term 3.c) (i) above and which may be up to 25 working days from the date of receipt of the cheque.
  - iii) If a cheque is returned unpaid before the end of the sixth working day following the day of receipt, interest will be adjusted. We will debit your account with the amount of the cheque even if we have allowed withdrawals against it. A cheque that has been returned unpaid after the sixth working day following the day of receipt will not be debited from your account without your consent unless we reasonably believe that the payee is a knowing party to fraud.
  - iv) We can only stop a cheque if you report it lost or stolen. If you request a replacement cheque, it will be issued with exactly the same details as the original cheque. If you want to cancel a cheque made payable to someone else and you do not want a replacement, you must provide us with the cheque itself or the written consent of the payee.
  - v) If a product term requires that you give us notice of a withdrawal, that notice will lapse (i.e. cease to have any effect) on the seventh day after the date on which the notice expires.
- d) Cash and automated payment transactions are subject to the following:
- i) Automated payments through BACS will be treated as cleared on the day we receive them. A payment through BACS will normally take three working days to arrive in your account. Working days exclude Saturdays, Sundays and Bank Holidays.
  - ii) Payments through the Faster Payments Service will be treated as cleared on the day we receive them, and will normally be updated to the account on the same day but no later than the next working day (e.g. when customers transfer funds later in the day).
  - iii) Payments by debit card (where this method is available to you) will be treated as cleared on the second working day following the day we receive them.
  - iv) Cash paid in over the counter at branch will be credited to your account immediately.
  - v) Cash withdrawals over the counter at a branch will be debited from your account immediately.
  - vi) If you have set up a Direct Debit or Standing Order which cannot be paid because there is not enough money in your account a charge will be made. For details of our charges please see our 'Charges and Fees Information' leaflet which you receive with these terms or you can obtain a copy at any time from any branch, by calling 0845 1200 898 or by downloading it from our website.

**Table 1**

The following table sets out the timescales applying when obtaining cash or making automated payments

**Outgoing Payments**

Payment Method	Latest time for you making request to us	Date debited from your account	Date available to payee
CHAPS	12 noon Monday - Friday	Date we receive your request, provided this is within timescales in previous column	Working Day 1
Foreign Transfer	3pm Monday - Friday	Date we receive your request, provided this is within timescales in previous column	Working Day 3 (for payments in Euros and Sterling only)
BACS – via branches	5pm Monday - Friday 12noon Saturday	Date we receive your request, provided this is within timescales in previous column	Working Day 4
BACS – via website	8pm	Date we receive your request, provided this is within timescales in previous column	Working Day 4
Cash	Up to 5pm in branches	Date we receive your request, provided this is within timescales in previous column	N/A
Internal transfers between BBS accounts – via branches	5pm Monday – Friday 12 noon Saturday	Date we receive your request, provided this is within timescales in previous column	Date your request is processed
Internal transfers between BBS online accounts – via BBS website	8pm	Date we receive your request, provided this is within timescales in previous column	Next Day

Table 2

The table below sets out the timescales applying when making cash deposits or receiving automated payments including when the money will be available to you.

#### Incoming Payments

Receipt Method	Latest time for receipt of payment	Date credited to your account	When you can withdraw the funds
CHAPS	Up to 5pm on day of receipt	Date received at our clearing bank	Immediately
Foreign Transfer Up	to 5pm on day of receipt	Date received at our clearing bank	Immediately
BACS	By 9am on day of receipt	Date received at our clearing bank	Immediately
Faster Payments	Up to 1 hour after receiving Faster Payment files at approx 9am, 1pm and 7.30pm Monday - Friday	Date received at our clearing bank	Immediately
Cash Deposit	Immediately on receipt	Receipt date	Immediately
Internal transfers between BBS accounts – via branches	5pm Monday – Friday 12 noon Saturday	Date your request is processed	Immediately (subject to terms and conditions of account)
Internal transfers between BBS online accounts – via BBS website	8pm	Date your request is processed	Next Day
Debit card payments – via BBS website	Available 24 hours/7 days	Date your payment is processed	Working Day 3

#### 4. Restrictions on Transactions

- a) We can restrict at any time the amount which can be withdrawn from an account if:
- we reasonably believe that there may be fraud or some other unlawful activity affecting the account;
  - we are required to do so by law, our regulator or order of the court;
  - there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
  - circumstances beyond our reasonable control prevent us from offering a normal service (such as an act or threat of terrorism, computer failure or industrial action); or
  - circumstances exist which lead us reasonably to believe our financial stability may be at risk (such as actual or potential abnormal levels of withdrawals).

In the case of (iv) and (v) above:

- ◆ We will respond proportionately to the circumstances in question;
- ◆ We will take all reasonable steps to ensure that the restrictions are lifted as soon as practicable so that the inconvenience to you is minimised;
- ◆ We will take into account the interests of our membership as a whole;
- ◆ We will, if practicable, give advance notice; and
- ◆ We may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

- b) We can refuse to carry out a transaction you have requested for the reasons stated at general term 4.a) i) – v) above and also where:
- there is not enough money in your account to cover the transaction; or
  - you have not provided us with the correct information, or have given us insufficient information to carry out your request.
- c) We will tell you (where possible) if we refuse to carry out a transaction in accordance with general term 4.b) above and give you the reasons at the earliest opportunity and in any event no later than the end of the third working day following receipt of your payment request. However we do not have to tell you at all if it would be unlawful for us to do so.
- d) We may charge you our reasonable costs incurred in informing you of our refusal under general term 4.b).
- e) We can suspend the operation of your account if we are informed of, or become aware of:
- a dispute regarding the ownership of the money in your account; or
  - any fraud or some other unlawful activity affecting the account.

Where we do this, you will be unable to make any withdrawals from, or pay any money into, your account until we are reasonably satisfied that there is no longer any fraud or other unlawful activity affecting the account or that any dispute has been resolved (as the case may be).

#### 5. Carrying out Automated Payment Transactions your responsibilities

- Before asking us to set up an automated payment transaction, you must provide us with your account number and any other information we may reasonably require in order to carry out the transaction for you including (but not limited to) the payee's name, the account number and sort code.
- You must complete the request or authority for a payment transaction in the form we reasonably require depending on the type of transaction which you are requesting.
- Please refer to table 1 at general term 3 for the latest times by which we must receive requests for automated payments, and the maximum time it will take for the transaction to be executed and when the payment will be available to the payee.

## 6. Carrying out Automated Payment Transactions our responsibilities

- a) When you ask us to make an automated payment and provide us with the correct information, we are responsible for it being made correctly.
- b) If a payment is made incorrectly and we can prove to you (or the payee's bank, as appropriate) that the payment was received by the payee's account provider, then the payee's account provider is responsible for ensuring that the payment is available to the payee.
- c) If we cannot prove that the payee's account provider has received the payment, then we will without undue delay refund to you the amount of the incorrect payment and, where applicable, restore your account to the position it would have been in had the error not taken place.
- d) In no circumstances will we be responsible if you provide incorrect information when asking us to make a payment. In such circumstances we will make reasonable efforts to trace the payment but we may ask you to pay our reasonable costs for doing so.

## 7. Cancelling a Payment Transaction

- a) If you have authorised us to carry out a payment transaction, and we have accepted your request, we cannot cancel it.
- b) If you have authorised us to carry out a payment transaction for a date in the future, we will cancel it provided you tell us by the end of the last working day before the day on which the payment is due to be made.
- c) In the case of a Direct Debit, we will not cancel a payment after the end of the working day immediately before the day the payment is due to be debited from your account.

Otherwise we will make all reasonable efforts to cancel the payment but cannot guarantee this. In such circumstances we may also charge you our reasonable costs in this connection.

## 8. Unauthorised Transactions

- a) If you become aware that a payment transaction on your account has been carried out which is either unauthorised or has not been paid correctly, you must tell us without delay by contacting your local branch or by telephoning us on 0845 1200 898 so that we can investigate the transaction in question. Once you have told us, we will as soon as reasonably possible try and recover the payment and let you know the outcome.
- b) If, after we have made reasonable enquiries, we are reasonably satisfied that you have not authorised the transaction, we will refund the amount of the unauthorised payment and restore your account to the position it would have been in had the unauthorised payment not taken place.
- c) Please note that we will not be obliged to investigate any unauthorised transaction under this general term 8 or make any refund, unless you tell us within 13 months of the day on which the transaction is stated to have taken place.
- d) Where you have authorised a Direct Debit :
  - i) which did not specify the exact amount of the payment; or
  - ii) the amount of the payment exceeds the amount you could have reasonably expected to pay (taking into account your previous spending pattern, these general terms and the circumstances of the case); or
  - iii) you request a refund within eight weeks of the payment being debited from your account,

and in each of the above cases

- iv) you provide us with such information as is reasonably necessary for us to check whether the terms of clause 8.d) i)-iii) above have been satisfied

then we will refund the full amount of the payment, or give a reason for refusing a refund, within ten working days of receiving your request for a refund or, where applicable, within ten working days of receiving further information.

- e) You will not be entitled to a refund under general term 8.d) where you have given us consent for the specific payment to be carried out and we or the payee gave you specific information about the payment in question at least four weeks before the payment was due.

Please note that for payments by Direct Debit, your refund rights under the Direct Debit Guarantee will continue to apply.

## 9. Joint Accounts (or Trust Accounts for Young Saver Accounts)

- a) All terms apply to all of you together and to each of you on your own.
- b) Each of you can be held fully responsible for any liability that you may have.
- c) Because the law relating to building societies requires this, whichever of you is the first named in our records is called the "representative joint shareholder" for the purposes of membership. Information about membership can be found in our leaflet 'Your Society', available on request.
- d) We will accept instructions from, or rely on the signature of, any one of you for all purposes relating to the account. This includes withdrawals, changes to the account, such as to your address or closure of the account. This term applies:
  - i) unless agreed otherwise at the time the account is opened, or
  - ii) until we are told otherwise by any one of you, or
  - iii) unless the provisions of paragraph 9.e) apply.

In the case of (d) (i) or (ii) above the authority or signature of all of you will then be required.

- e) This paragraph applies if we become aware of a dispute between you (e.g. in the event of a relationship breakdown). From that time:
  - i) we may require the authority or the signatures of all of you for any further transactions on the account, including withdrawals, any Standing Order and Direct Debit payments and closure; and
  - ii) interest will be credited to the account when it is paid by us, overriding any earlier instructions we may have received.
- f) If one of you dies:
  - i) the survivor(s) should tell us of the death and provide us with proof of death;
  - ii) we will then change the account so that it can be operated by the survivor(s); and
  - iii) the survivor(s) own(s) the account and only the survivor(s) is/are able to operate it.
- g) Further information about joint accounts can be found in the leaflet 'You and Your Joint Account' available on request. This leaflet and the information in it does not apply to Trust accounts.

## 10. Interest Rate Changes

- a) Unless a product term says otherwise, we may change the rate of interest to be paid on your account at any time where we reasonably believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or which we reasonably expect to apply in the near future):
- i) to take account of, in a proportionate manner, any change in the costs reasonably incurred by us in managing our investment business and, in particular, providing and administering our investment accounts;
  - ii) to take account of, in a proportionate manner, changes in the law or the interpretation of the law, decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice applicable to the conduct of our business;
  - iii) to take account of, in a proportionate manner, changes in the Bank of England Base Rate or changes in interest rates paid by our competitors in the consumer savings industry;
  - iv) to enable us to harmonise, in a reasonable manner, the interest rates being paid to our investors following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with, another savings provider;
  - v) to enable us to maintain the competitiveness of interest rates paid by our borrowers while having regard to the interests of our investors or the providers of funds to us and our business as a whole; or
  - vi) to enable us to manage our business (and its growth) prudently.
- b) Unless a product term states otherwise, we will tell you about interest rate changes in one of the following ways:
- i) where we wish to make a material change (We classify a material change as 0.25% or more on an account balance of £500 or more in one instance or more than 0.50% in a 12 month rolling period) to interest rates that is to your disadvantage, we will tell you about it at least 14 days before we make the change by letter or other personal notice. You may switch your account to another of our accounts, or close it, at any time if you have an account with instant access or, in all other cases, within 30 days of the date of such a notice, without giving notice or paying any additional charges or losing any interest for doing so
  - ii) where we wish to make any other change to interest rates we may make the change immediately and tell you about it within 30 days either:
    - by displaying the new and previous rates in notices in our branches and by having the rates available on our telephone helplines and on our website; or
    - by placing advertisements in local, regional or national newspapers of our choice; or
    - by letter or other personal notice.
    - by email for all our online accounts.

## 11. Changes in Terms

- a) We can change these general terms and any product terms (other than the rate of interest and charges which can be changed under general terms 10 and 14 respectively) at any time. Changes may include the removal of, or amendment to, terms or the inclusion of new terms, and may be made if we reasonably believe that the change is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or which we reasonably expect to apply in the near future):
- i) to take account of changes in the products or services we provide or the way we provide them;
  - ii) to enable us to operate and administer your account more efficiently (which includes improving our efficiency such as by taking into account developments in technology);
  - iii) to give extra benefit to savers (including making the terms of accounts easier for you to understand);
  - iv) to correct mistakes if it is reasonable to do so;
  - v) to take account of changes in general building society and banking practice if it is reasonable to do so;
  - vi) to take account of, in a proportionate manner, changes in the law or the interpretation of the law, decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice applicable to the conduct of our business;
  - vii) if you agree;
  - viii) if the change is to your advantage; or
  - ix) to enable us to manage our business (and its growth) prudently.
- b) We will notify you of any such changes (other than in respect of interest rates or charges) as follows:
- i) Unless a product term states otherwise, where we wish to make a change that is to your disadvantage, we will tell you about it at least 30 days before we make the change by letter or other personal notice or by email for all our online accounts. You may switch your account to another of our accounts, or close it, at any time if you have an account with instant access or, in all other cases, within 60 days of the date of such a notice, without giving notice or paying any additional charges or additional interest for doing so.
  - ii) Where we wish to make any other change, we may make the change immediately and tell you about it within 30 days either:
    - by putting the change(s) in notices or leaflets in our branches; or
    - by placing advertisements in local, regional or national newspapers of our choice; or
    - by letter or other personal notice; or
    - by email for all our online accounts.
- c) If there have been significant changes in any one year, we will give or send you a copy of the new terms or a summary of the changes.

## 12. Interest of Other Persons

We do not have to recognise the interest or claim of any person other than the account holder in respect of money held in any account, nor will we be liable in any way for failing to recognise such interest or claim, except as required by law.

## 13. Right to Close the Account

- a) Subject to general term 4 and the product terms of your account, you can close your account at any time without giving any reason and without notice or charge.
- b) We can repay to you any part of your savings or close your account and repay to you all of your savings at any time and without giving any reason. Under normal circumstances we will give you at least 30 days' notice unless the product terms of your account state otherwise. If there are exceptional circumstances, for example, fraud or other unlawful activity or threatening or abusive behaviour or, if you have an ISA, you have breached any ISA regulations, we may close your account immediately whether or not the account is for a fixed term.
- c) We will not use our right under general term 13.b) to close a fixed-term account before the end of the fixed term unless there are exceptional circumstances.

## 14. Charges

- a) We may make charges for opening and administering your account and for services provided in connection with it and deduct those charges from the balance in your account. Details of our charges are in our 'Charges and Fees Information' leaflet which you receive with these general terms and which you can always obtain from any branch, by calling 0845 1200 898 or by downloading it from our website. We will tell you about a charge which affects a particular product or service before we provide you with the product or service, before you use it or at any other time you ask.
- b) We can change the charges we make and introduce new charges at any time if it is to your advantage (for example to reduce or remove a charge) or if we reasonably believe that this is necessary for any one or more of the following reasons (which may relate to circumstances existing at the time or which we reasonably expect to apply in the near future):
  - i) to take account of, in a proportionate manner, changes in the expenses we reasonably incur (including our reasonable management and administrative costs) in respect of the particular product or service provided to you;
  - ii) to take account of, in a proportionate manner, changes in technology or general practice in the consumer savings industry;
  - iii) to take account of, in a proportionate manner, changes we may reasonably make in the products and services we provide or the activities we carry out;
  - iv) to take account of, in a proportionate manner, changes in the law or the interpretation of the law, decisions or recommendations of an ombudsman, regulator or similar person, or any code of practice applicable to the conduct of our business;
  - v) to enable us to harmonise, in a reasonable manner, the charges being paid by our savers following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with, another savings provider;
  - vi) to take account of, in a proportionate manner, inflation;
  - vii) to correct mistakes if it is reasonable to do so; or
  - viii) to enable us to manage our business (and its growth) prudently.
- c) Subject to the product terms of your account where we introduce new charges, or increase existing charges for any of the reasons mentioned in general term 14.b), we will tell you about the change (unless it relates to a non-standard charge which we will tell you about on request) not less than 30 days before it takes effect by letter or other personal notice or by email for all our online accounts.
- d) A change that abolishes a charge or reduces the amount of an existing charge may be introduced with immediate effect and without notice.

## 15. Unclaimed Balances

We may close your account if:

- a) you cannot be traced after reasonable enquiry; and
- b) for a period of five years (or three years if the amount in your account is less than £100) no money is paid into, or withdrawn from, your account.  
If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-open the account and credit it with the amount we owe you in respect of the account (which will be equal to the balance that was in the account when we closed it, after adjusting it for the interest we would have paid and for any fees or charges we would have deducted if the account had remained open).

## 16. Account Documents

- a) An "account document" means a passbook, certificate, LINK card or similar item that we designate to be an account document. We will give you an account document, but it will remain our property and must be returned to us to be brought up to date whenever we ask or for such other purposes as we may reasonably require.
- b) You must produce the relevant account document before making a withdrawal or carrying out any other transaction on your account.
- c) You must immediately contact your local branch or call us on 0845 1200 898 if you discover that any account document is missing.
- d) After you have:
  - i) provided such evidence regarding the loss,
  - ii) given any indemnity, and
  - iii) paid any fee
 as we may reasonably require, we may transfer the amount in the account in our records to a new account and afterwards will give you a new account document.
- e) If someone other than you presents your account document to us, pretends to be you or to be authorised by you, and is therefore able to withdraw money from your account, you will be responsible for the amount of any withdrawal made if you have acted fraudulently. You may be similarly responsible if you have acted without reasonable care.

## 17. Our Rights Over Your Money

We may use the money in any account you have with us to pay any money you owe us (whether under a loan, guarantee or otherwise) which is due for payment but which has not been paid. We will tell you if we do this. No interest will be earned on any money used in this way.

## 18. Service of Notices

- a) We will assume that you have received any letter or other personal notice 48 hours after we have posted it to you.
- b) For online accounts as we will advise you of changes to the interest rate and terms by email it is very important that you notify us if your email address changes. We will assume that you have received any personal email 24 hours after sending it to you. If you do not receive the notification, this will not make it invalid.
- c) If you wish to change details that we hold for example your name, address, email address or the account to which withdrawals are made we will require such changes to be notified in writing.

## 19. Statements

- a) We do not normally issue statements unless a product term states otherwise. However, passbook account holders can request an annual statement on their account.
- b) Where we do issue statements then it will contain the following information on automated payment transactions:
  - i) the payment amount;
  - ii) the amount of any charges and, where applicable, a breakdown of those charges or interest payable by you; and
  - iii) the date on which the payment was debited from, or added to, your account.
- c) If your statement or passbook has an entry that seems to be wrong, you should tell us as soon as possible so that we can resolve the matter by contacting your local branch or by telephoning 0845 1200 898.

## 20. Interest

- a) Interest is calculated on a daily basis starting on the second working day following the day of receipt for cheques or deposits by debit card and on the day of receipt for cash or automated payments through BACS or the Faster Payment Service and up to, but not including, the day of withdrawal. In the case of a cheque drawn on a bank with an address outside the UK, interest will start on the day the cleared funds are credited to your account.
- b) For accounts opened on or after 9 November 2009, once in each year where the interest payable to you or credited to your account is not an exact multiple of £1, we will pay from your account an amount (which will not exceed 99 pence) equal to the pence of interest to Yorkshire Building Society Charitable Foundation to be used for charitable purposes, unless you (or any one of you if more than one account holder) tell us not to at any time. The payment will be calculated against interest net of tax unless you are entitled to receive interest without tax deducted, in which case it will be calculated against the gross amount.
- c) If you have an account for young savers, general term 20.b) only applies if you have chosen to take part in the Small Change Big Difference™ scheme.

## 21. Tax

If you have a tax-free interest account, this clause does not apply and is therefore not relevant to you. In all other cases:

- a) If you are entitled to receive interest without tax deducted, you should fill in HM Revenue & Customs registration form R85, available on request, and send it to us. We will then be able to pay your interest gross.
- b) All savers should declare interest earned when making a tax return. It is your responsibility, not ours, to make this declaration.

## 22. Governing Law

These terms are governed by the laws of the country in the United Kingdom (i.e. England and Wales, Scotland or Northern Ireland) where you opened the account.

## 23. General

- a) We will communicate with you in English.
- b) You receive a copy of these terms and conditions when you open your account and you can obtain another copy at any time from any of our branches or by telephoning 0845 1200 898. For online accounts a copy of these terms and conditions is available to download before you open your account and you can obtain another copy any time from our website.

## 24. Death of Sole Account Holder on Online Accounts

If your online account is in your sole name and you die, we will close the account and transfer the balance to our postal saver account so that it may be operated by your personal representatives. This does not apply to ISA accounts. If the account is in a sole name and the account holder dies, once we receive formal written notice of the death the administration of the account will be dealt with in writing in order that it may be operated by the personal representatives of the account holder.

In addition to and as part of the general terms in Section 1, the following terms shall also apply to the Cash ISA products offered by Barnsley Building Society.

## SECTION 2

### Additional general terms for tax-free savers

#### Cash ISA Rules

- a) You must notify the Barnsley if you cease to be resident and ordinarily resident in the UK, or if not so resident, cease to perform duties as a Crown employee serving overseas or to be married to, or in a civil partnership with, a person who performs such duties which allow you to subscribe to a Cash ISA. The Cash ISA will continue to be exempt from UK tax, but no further subscriptions can be made until you meet the residency requirements again.
- b) Investment in a Cash ISA will be, and must remain in, the beneficial ownership of the investor and must not be used as security for a loan.
- c) Your Cash ISA application ceases to be valid at the end of a tax year in which you do not make a subscription. Where this happens you must make a fresh application before subscriptions can re-commence.
- d) In the event of death whilst the Cash ISA remains open, interest to the date of death will remain free from tax, but interest arising after that date will be subject to tax. No further investments will be permitted into the Cash ISA.
- e) If you are found to have breached the ISA rules governing subscription limits or the number of Cash ISAs which may be opened in any year, or your application is incorrect, your Cash ISA will cease to be exempt from tax and any interest earned in that year will be subject to tax. Full details of the Cash ISA scheme can be obtained by visiting the HM Revenue & Customs' website or by calling them on 0845 604 1701 (Monday to Thursday 8.30am - 5.00pm, Friday 8.30am - 4.30pm).
- f) We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under the terms agreed with you is competent to carry out those functions and responsibilities.
- g) On your instructions and within the time stipulated by you (subject to this being a reasonable period for the practical implementation of the transfer or payment to you and which will not exceed 30 days) we will transfer your Cash ISA with all rights and obligations, or part of your Cash ISA (where your product terms permit partial transfers or withdrawals), to another ISA manager or pay to you all or part (again where your product terms permit partial transfers or withdrawals) of the investments held in your Cash ISA and proceeds arising from those investments.
  - i) Where a product term on your account requires a notice period for withdrawals or closure you will need to give the relevant number of days notice appropriate to your product, if you wish to transfer your Cash ISA to another ISA manager or if you want us to transfer or pay to you all or part of the investments held in your Cash ISA and proceeds arising from those investments, without losing any interest.
  - ii) Where a product term on your account requires a notice period for withdrawals or closure and you want to transfer all or part of your Cash ISA to another ISA manager or you want to withdraw all or part, or close your Cash ISA without giving any notice, you will lose an amount of interest equivalent to the number of days notice that you should have given.
  - iii) Where a product term on your account only permits withdrawals or closure during a certain period (e.g. during an anniversary month) you will need to request that the transfer, withdrawal of all or part, or closure of your Cash ISA takes place in that period, if you want us to transfer your Cash ISA to another ISA manager or pay to you all or part of the investments held in your Cash ISA and proceeds arising from those investments without losing any interest.
  - iv) Where a product term on your account does not permit partial withdrawals or partial payments to you (i.e. withdrawals) during the term of the

product you will be unable to request a partial transfer of your Cash ISA, it must be a full transfer or payment to you by way of closure of the account subject to any loss of interest applicable.

- v) Where a product term restricts the number of withdrawals or amount that can be withdrawn during the term of the product then only partial withdrawals up to the amount or at such frequency as is set out in your product terms will be payable to you or to another ISA manager, unless the product terms allow such withdrawals but are subject to a loss of interest set out in the product terms. Once you have exhausted the number or amount of withdrawals you are entitled to make under the product terms you can still close the account, or transfer the remaining balance (in full) to another ISA manager, again subject to any loss of interest that may be applicable.
- h) We will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, your Cash ISA has, or will become void.

## SECTION 3

### Charitable Assignment

The wording in paragraphs 1 to 3 below of this Section 3 sets out the agreement you have entered into and which was either set out in the savings application form or explained in the account opening process when you opened your account. It does not apply if you were a member of Yorkshire Building Society on 8 April 1998 and have remained a member since that date or you became a member after 8 April 1998 and have remained a member and have already signed a declaration the same as or similar to the one in paragraphs 1 to 3 below or are treated as having signed such a declaration as you have been a member of Barnsley Building Society immediately before its merger with Yorkshire Building Society. If this is the case then please contact us to advise us of your existing account details by telephoning 0845 1200 898.

1. By applying to open an account I agree with Yorkshire Building Society and Yorkshire Building Society Charitable Foundation ("the Foundation") that I will assign to the Foundation (or to any charity(ies) nominated by it but to no other person) the rights to any relevant conversion benefits which are defined below. This obligation will not apply to me or may apply to me for less than five years if I fall within any class of persons, which, as at today's date, Yorkshire Building Society decides would be inappropriate to be bound by this assignment condition. This agreement is irrevocable and authorises Yorkshire Building Society to give the Foundation (or to any charity(ies) nominated by it) any such benefits without further notice to me. I understand that neither Yorkshire Building Society nor the Foundation will release me from this agreement or vary its terms and I will continue to be bound by the above condition even if Yorkshire Building Society decides at some time in the future (and announces any such decision by press release) that it is no longer in the best interests of Yorkshire Building Society to continue with the above assignment condition generally in respect of new members.
2. "Relevant conversion benefits" means any benefits under the terms of any future transfer of Yorkshire Building Society's business to a company (i.e. on a conversion or takeover) which I might become entitled to as a member or depositor with Yorkshire Building Society at any time within five years immediately following the date on which this account is opened. Relevant conversion benefits does not include the statutory right to have shares in Yorkshire Building Society (including any balances on share accounts) converted into deposits with the company on a conversion or takeover. If Yorkshire Building Society merges with any other society, after the date of such merger "Yorkshire Building Society" includes such other society.
3. I authorise Yorkshire Building Society to pass to the Foundation such information relating to me and all my accounts with Yorkshire Building Society as the Foundation may reasonably require in order to administer this agreement to assign and for no other purpose.

### Important information about compensation arrangements

Yorkshire Building Society (YBS) is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £50,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £50,000 each (making a total of £100,000). The £50,000 limit relates to the **combined** amount in all the eligible depositor's accounts with the building society, including their share of any joint account, and not to each separate account.

YBS also operates under the trading names of Barnsley Building Society (BBS) and Chelsea Building Society (CBS). YBS is the participant of the FSCS. Therefore, depositors with any of YBS, BBS and CBS have an overall limit of £50,000 under the FSCS, unless the following exception applies.

Until 30 December 2010, depositors who held a savings account with both YBS and BBS on 30 December 2008 (being prior to completion of the merger which took place on 31 December 2008) will be entitled to a limit of £50,000 per individual for **each** of the YBS and BBS brands and depositors who hold a savings account with both YBS (including BBS) and CBS on 31 March 2010 (being prior to completion of the merger which took place on 1 April 2010) will be entitled to a limit of £50,000 per individual for **each** of the YBS and CBS brands. The overall maximum limit is therefore £150,000 under the FSCS for depositors falling into this category.

Accord Mortgages Limited is a wholly owned subsidiary of YBS. Accord has offset mortgage products where the investor's deposits are held on behalf of Accord by YBS. Accord offset depositors are therefore covered, along with BBS and CBS depositors, by YBS being a participant in the FSCS. There is no additional protection for depositors with Accord Mortgages Limited.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call **0800 678 1100**.

### Not happy with our service?

If at any time you're not satisfied with the service you've received, please let us know. We have a simple process enabling you to do this, the details of which are in our leaflet 'We're here to help you – our complaints process', which you can obtain at any of our branches or by calling us on 0845 1200 898.

Our printed material is available in alternative formats, e.g. large print, Braille, or CD.

Please contact your local branch or call us on **0845 1200 898**.

Our Member Contact Centre also offers a Textphone facility on **18001 0845 1200 838**.

All communications with us will be monitored/recorded to improve the quality of our service and for your protection and security. Charges to 0845 numbers may vary. Prices can be checked with your phone provider. Mobile calls usually cost more.

Barnsley Building Society and the Barnsley are trading names of Yorkshire Building Society.

Yorkshire Building Society is authorised and regulated by the Financial Services Authority.

We are entered in the FSA register and our FSA registration number is 106085. Member of LINK.

Small Change, Big Difference™ is the registered trademark of Yorkshire Building Society.

Principal office: Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

[www.barnsley-bs.co.uk](http://www.barnsley-bs.co.uk)

